

THE STATE OF TEXAS X
 X
COUNTY OF LIVE OAK X

KNOW ALL MEN BY THESE PRESENTS:

PART A. PREAMBLE.

That JOHN M. PENNINGTON, Trustee, as owner of all of the lots in all of the blocks in Lake Vista, Section 2, a subdivision in Live Oak County, Texas according to the map or plat thereof filed for record in Volume 2 Page 67 of the Plat Records of Live Oak County, Texas, and AMICABLE LIFE INSURANCE COMPANY, as Mortgagee of all the above described property, do hereby declare that the above section in the above subdivision shall from and after the date of this instrument be subject to the covenants, conditions, easements, restrictions and reservations hereinafter set out, as follows, to-wit;

PART B. AREA OF APPLICATION.

1. FULLY-PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C shall apply to all lots in said section in said subdivision save and except lot 1 in Block 2, Lot 1 in Block 3, Lot 2 in Block 5 and Lot 1 in Block 6.

2. BUSINESS AREA. There shall be no lots designated in said section of said subdivision for business or professional purposes.

3. CLUBHOUSE AND BOAT AREA. Lot 1 in Block 2 and Lot 2 in Block 5 are set aside and reserved as a boat launching and parking area for the use and benefit of the lot owners in the entire Lake Vista Subdivision. Lot 1 in Block 3 and Lot 1 in Block 6 are set aside and reserved as a clubhouse site and parking area for the use and benefit of the lot owners in the entire Lake Vista Subdivision.

PART C. RESIDENTIAL AREA COVENANTS.

1. LAND USE AND BUILDING TYPE. Any residence erected on any of the heretofore described lots shall be no greater than one story in height, except on those lots that have a slope of 8% or more from the highest point under the proposed building to the lowest point under such building; a garage or other rooms may be built under such building; it being understood that at the highest point of the lot under the house the floor line shall be not more than two and one-half (2½) feet above the ground, and further that the roof shall be no higher at any point than that over the one story portion of the house. The term "one story" as used herein shall be a height of not more than fourteen (14) feet at the ridge line from the highest point of the foundation. All buildings erected shall be single family dwellings and shall include not more than one private garage or carport on any one lot.

NO 185 MAR 21 1964

2. ARCHITECTURAL CONTROL. No buildings shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be placed or altered on any lot until the quality of workmanship and materials and harmony of design shall be similarly approved. Further, no fence or wall shall be erected, placed or altered on any lot nearer to any rear or front lot line than the minimum building setback lines unless similarly approved.

3. DWELLING SIZE. Any residence erected on any lot in Section No. 2, designated as "fully-protected residential lots", shall contain not less than 800 square feet of floor space exclusive of basements and garages. One-half (1/2) of the square footage of porches shall be allowed in computing the minimum required floor space requirement set out above.

4. BUILDING LOCATION. No building erected on lots in blocks 1, 2 and 3 shall be located nearer than 15 feet to the front lot line. No building erected on lots in blocks 4, 5 and 6 shall be located nearer than 25 feet to the front lot line. Further, no building shall be located nearer than 15 feet to any rear lot line or nearer than 5 feet to any side street or side interior lot line. The term "front lot line" shall be defined herein as the lot line adjacent to the street. An owner of two or more lots which are adjacent to one another may erect a dwelling thereon without regard to the side lot lines, save and except the side lot lines on the outer boundary of his tract of land. In meritorious cases wherein a hardship is shown to exist, the Architectural Control Committee may alter or change the building lines of any lot in Section 2 of Lake Vista, which alteration or change shall be accomplished by a declaration in writing of said committee filed in the records of the County Clerk of Live Oak County, Texas. The judgment of the Architectural Control Committee shall be final and binding upon all land owners in the entire Lake Vista Subdivision.

5. LOT AREA AND WIDTH. No dwelling shall be placed or erected on any tract of land or resubdivided lot smaller than the lots as subdivided and shown on the recorded plat of said Lake Vista, Section 2, a subdivision in Live Oak County, Texas.

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the subdivision.

8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, outdoor privy or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except that one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. LIVESTOCK AND POULTRY. No animals, livestock, or poultry, of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. WATER SUPPLY. No individual water supply system shall be permitted on any lot. All lot owners shall be bound by the terms of a contract to supply water entered into between JOHN M. PENNINGTON, Trustee and a private utility company, which said contract shall appear of record in the records of the County Clerk of Live Oak County, Texas.

14. PERIOD OF CONSTRUCTION. All dwellings erected on any lot in the subdivision must be completed within one year from the date of breaking ground for the construction of the dwelling.

15. FILLING. No more than 8 cubic yards of fill may be placed or spread upon any lot unless approved by the Architectural Control Committee.

PART D. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee shall be composed of PAUL W. CHANDLER, JR., ROBERT G. HUSMANN and RICHARD HUSMANN or by a representative designated by members of said committee. In the event of death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative fails to approve or disapprove such design and location, within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and its designated representative shall cease on and after May 1, 1965. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then recorded owners of a majority of the lots in this subdivision and duly recorded and appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

PART E. GENERAL PROVISIONS.

1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

VOL 185 PAGE 213

4. LIABILITY. It is stipulated that PAUL W. CHANDLER, JR., ROBERT G. HUSMANN and RICHARD HUSMANN, shall not be liable for the failure of any purchaser of any of said property, or any other person, to observe or comply with said restrictions, conditions or provisions, or any of them, nor shall they be liable or responsible for any breach, or violation thereof by any other person, nor shall they be compelled to institute any proceedings to enforce the observance of or compliance with same. PAUL W. CHANDLER, JR., ROBERT G. HUSMANN and RICHARD HUSMANN do not now have, nor shall they, or their assigns, be charged with or ever have any financial liability, duty or obligation to do or refrain from doing or to perform or refrain from performing any act or service or thing of any kind which they are in these restrictions given the option or privilege to do or to refrain from doing.

EXECUTED this 22nd day of June, A.D. 1960.

John M. Pennington
JOHN M. PENNINGTON, TRUSTEE
Owner

Attest:

[Signature]
Secretary

AMICABLE LIFE INSURANCE COMPANY
BY: C. D. Jones, Jr.
Vice-President Mortgagee

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared JOHN M. PENNINGTON, TRUSTEE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of June, A.D. 1960.

Judy Chapman
Notary Public in and for
Harris County, Texas